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To

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Subject UPLOAD F:\West Lake
Landfill\DentonsFOIACHeryleEDocs\Bridgeton Landfill
Recorded Negative Easement.pdf



- Bridgeton Landfill Recorded Negative Easement.pdf

BP16465/1140

BP16465-0/11440



2005041100245

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
AGRMT

GRANTOR
BRIDGETON LANDFILL L L C ETAL

TO

GRANTEE

PROPERTY
DESCRIPTION:

YOSTI PARTITION LOT 1 - 4 PB 3 PG 101 W/O/P

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
 SS.
 COUNTY OF ST. LOUIS)

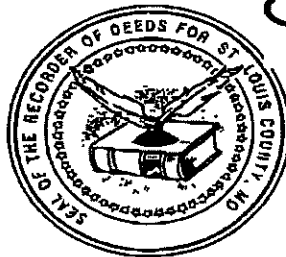
Document Number

245

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 18 19 pages, (this page inclusive), was filed for record in my office on the 11 day of April 2005 at 09:02 AM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber CB
 Deputy Recorder



Janice M. Hammonds
 Recorder of Deeds
 St. Louis County, Missouri

RECORDING FEE \$72.00

(Paid at the time of Recording)

Mail to:

Destination code: 14

P

B-16465 P-1140/1158

THE CITY OF ST. LOUIS, MISSOURI**AT****LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®****NEGATIVE EASEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS AGREEMENT**

THIS NEGATIVE EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AGREEMENT, dated as of April 6, 2005 (the "Agreement"), is made and entered into by and among the grantors, whose names and addresses are listed below (collectively referred to herein as the "Grantors") and THE CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, as the grantee ("St. Louis"), whose address is City Hall, Room 200, 1200 Market Street, St. Louis, Missouri 63103, acting by and through its Board of Estimate and Apportionment and its City Counselor.

GRANTORS' NAMES AND ADDRESSES:

Bridgeton Landfill LLC, a Delaware limited liability company
15880 N. Greenway-Hayden Loop, Ste.100
Scottsdale, AZ 85260

Rock Road Industries, Inc., a Missouri corporation
15880 N. Greenway-Hayden Loop, Ste.100
Scottsdale, AZ 85260

Bridgeton Transfer Station, LLC, a Delaware limited liability company
15880 N. Greenway-Hayden Loop, Ste.100
Scottsdale, AZ 85260

TIA 170270A-SC

WITNESSETH THAT:

WHEREAS, the Grantors are the fee simple owners of certain real property located in St. Louis County, Missouri that is more fully described in **EXHIBIT "A"**, which is attached hereto and incorporated herein (the "Property");

WHEREAS, St. Louis is the owner and operator of Lambert-St. Louis International Airport® ("Airport");

WHEREAS, St. Louis wishes to impose certain limitations and restrictions on the use and enjoyment of the Property in order to reduce or mitigate the potential harm to airport-related activities that could be caused by certain wildlife or birds on or from the Property. Such wildlife may include various species (birds, mammals, reptiles), including feral animals and domesticated animals not under control, that are associated with aircraft strike problems, are capable of causing structural damage to airport facilities, or act as attractants to other wildlife that pose a strike hazard to aircraft; and

WHEREAS, the Grantors and St. Louis recognize that the grant of a negative easement by Grantors to St. Louis, and the declaration of restrictive covenants by Grantors, will assist in reducing or mitigating the potential harm to airport-related activities that could be caused by said wildlife.

NOW, THEREFORE, stating their intention to be legally bound hereby and in consideration of the foregoing, and the promises, covenants, and agreements herein contained, and for other good and valuable consideration, including the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) in hand paid by St. Louis to Grantors, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto St. Louis, its successors in interest and assigns, a negative easement, as more particularly described below, upon, over, in, and to the Property.

The negative easement granted herein and described below shall constitute a binding servitude upon the Property. To that end, Grantors do hereby covenant on behalf of themselves and their heirs, successors in interest and assigns with St. Louis, its successors in interest and assigns, such covenants and provisions being deemed to run with the land as a binding servitude in perpetuity, as provided for below, to do and to refrain from doing upon the Property the following stipulations, which contribute to the public purpose in that they aid in the reduction or mitigation of said potential wildlife or bird hazards on or from the Property, and hereby declare and impose the following restrictions upon the use and enjoyment of the Property:

1. There shall be no new or additional depositing or dumping of municipal waste, organic waste, and/or putrescible waste (municipal waste, organic waste and putrescible waste hereinafter collectively referred to as "Putrescible Waste") above, upon, on, or under the Property beginning as of August 1, 2005 and continuing in perpetuity, unless and until such time as this Agreement is terminated or canceled by St. Louis in accordance with the terms set out in paragraph 4 below. The parties acknowledge and agree that the restriction described in the preceding sentence does not, and shall not, in any way prohibit solid waste transfer station activities or operations conducted on the

Transfer Station site as shown on the drawing attached hereto as Exhibit A (the "Site") as expanded to include any encroachments by solid waste transfer station buildings or improvement extending beyond the boundaries of the Site onto the Property at the time of the execution of this Agreement. For purposes of this Agreement, "Putrescible Waste" shall mean solid waste that contains organic matter capable of being decomposed by micro-organisms and of such a character and proportion as to be capable of attracting or providing food for birds. For purposes of this Agreement, "Putrescible Waste" shall not include solid waste that qualifies for disposal in a demolition landfill as defined in 10 CSR 80-2.010(20).

2. At all times after the Effective Date (defined below), the Grantor shall comply with all applicable federal, state and local laws and regulations regarding proper landfill cover.

3. This Agreement shall become effective and binding on the date first written above upon the execution and delivery hereof by St. Louis and the Grantors (the "Effective Date"). This Agreement and any companion documents or instruments referred to herein may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.

4. The term of this Agreement shall begin on the Effective Date and shall end only if and when St. Louis chooses in its sole and absolute discretion to abandon its negative easement granted herein by terminating or canceling this Agreement in writing and recording such writing with St. Louis County's Recorder of Deeds.

5. Except as provided for herein, Grantors reserve unto themselves all rights, privileges, powers, and immunities in and to the Property including, without limitation, the right of possession and the use and enjoyment of the Property.

6. Representatives and agents of St. Louis shall be permitted at reasonable times, which times shall be established in advance by St. Louis by three (3) days' written notice, to come upon the Property to inspect for violation of any of the promises, covenants, restrictions, or agreements herein ("Inspections"), except that if St. Louis has reasonable cause to believe that such violations are occurring or have occurred, St. Louis shall not be obligated to give said three (3) days' written notice or any other notice whatsoever to the Grantors. This right of Inspections is independent of any right-of-entry granted to the St. Louis under any separate agreement. Notwithstanding the foregoing, any representative or agent of St. Louis that comes upon the Property shall enter and exit the Property exclusively through the gate maintained by Grantors for such purpose and shall observe all customary formalities required by Grantors with respect to visitors including, but not limited to, immediately reporting their presence to Grantor's administrative personnel and signing in and signing out on appropriate security logs.

7. St. Louis shall promptly repair any damage it causes to the Property in the course of any Inspections, generally placing the Property and all points of entry in the same general condition as before the Inspections or entry, to the extent reasonably practical, ordinary wear and tear excepted, unless otherwise agreed to in writing by Grantors. All

Inspections, and all repairs to the Property arising from the Inspections, shall be at the sole cost of St. Louis. St. Louis and its representatives and agents shall use their best efforts to minimize damage to the Property and shall not substantially or materially disturb or interfere with the administration and/or operations of the Grantors when conducting its Inspections.

8. St. Louis, to the extent permitted by law, hereby agrees to indemnify, release and hold Grantors and their officers, employees, representatives and agents harmless from and against any and all losses, claims, judgments, actions, suits, cross-claims, counterclaims, third party actions, damages, liabilities, fines, penalties, including all reasonable costs for investigation and defense thereof (including, without limitation, attorneys' fees, court costs, expert fees and litigation expenses) and expenses in connection with loss of life, personal injury, bodily injury or damage to property, to the extent caused by or resulting from this Agreement (including activities conducted thereunder or relating thereto), the operations of the Airport in regard to aircraft bird strikes (provided that the Grantors are in compliance with the terms and provisions of this Agreement and the Right-Of-Entry Agreement dated April 6 2005 between St. Louis and the Grantors), the Inspections or the actions of St. Louis, its employees, contractors, representatives or agents in the course of the Inspections, except to the extent arising out of the negligence or intentional misconduct of the Grantors, or their officers, boards, commissions, employees, contractors, representatives, or agents. In case the Grantors or such other persons or entities shall be made a party to any action or proceeding commenced against St. Louis, to the extent provided in the preceding sentence, St. Louis shall protect and hold such parties harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by such parties in connection with such action or proceeding. Grantors shall give to St. Louis reasonable notice of any such claims or actions. St. Louis shall use counsel reasonably acceptable to Grantors in carrying out their obligations hereunder. This indemnity provision shall survive the termination or cancellation of this Agreement, any and all sales or transfers of the Property or any portion thereof, or interest therein and shall be binding on St. Louis and its successors in interest and assigns and shall inure to the benefit of Grantors and their successors in interest and assigns.

9. In the event of a violation or default of any promise, covenant, restriction, stipulation, warranty, agreement, or provision ("Provision") herein by either party, the non-defaulting party shall have all rights and remedies available in law or equity including, without limitation, the right to specific performance and injunctive relief, and the right to institute a suit to enjoin such violation. Notwithstanding the above sentence, Grantors hereby expressly stipulate and agree that Grantors and their heirs, successors in interest and assigns shall not have the right to terminate or cancel this Agreement under any circumstance whether with or without cause. In the event of any dispute regarding any Provision of this Agreement or the rights, obligations, and liabilities of the parties with regard to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and other litigation costs incurred in connection with such matter.

10. All notices, requests, information or other documents required or permitted hereunder or necessary or convenient in connection with this Agreement shall be in writing and shall be deemed duly given upon receipt if sent by certified mail or by overnight or express mail service, with a return receipt, postage prepaid, and addressed to the parties as set forth below. Notice shall be deemed received at the earlier of actual receipt or two (2) calendar days after deposit with one of the mail services described in this paragraph. Any party may change the person or address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice.

If to the Grantors (individually or collectively) to:

Bridgeton Landfill LLC
15880 N. Greenway-Hayden Loop, Ste.100
Scottsdale, AZ 85260
Attn: Jo Lynn White

Rock Road Industries, Inc.
15880 N. Greenway-Hayden Loop, Ste.100
Scottsdale, AZ 85260
Attn: Jo Lynn White

Bridgeton Transfer Station, LLC
15880 N. Greenway-Hayden Loop, Ste.100
Scottsdale, AZ 85260
Attn: Jo Lynn White

with a copy to:

Spencer Fane Britt & Browne LLP
Attn: Michael Hockley
1000 Walnut Street, Suite 1400
Kansas City, MO 64106-2140

If to St. Louis to:

Director of Airports
Task Orders, Agreement and Facility Issues
Lambert-St. Louis International Airport®
10701 Lambert International Boulevard
P.O. Box 10212, Lambert Station
St. Louis, MO 63145
and
Mr. Gerard Slay
Deputy Director of Airports

Lambert-St. Louis International Airport®
Airport Operations
10701 Lambert International Boulevard
P.O. Box 10212, Lambert Station
St. Louis, MO 63145
(314) 426-8023
(314) 890-1844 FAX

with a copy to:

Mr. Donald L. Ruble, R.A.
Assistant Director of Planning and Development
Lambert-St. Louis International Airport®
Airport Planning and Development Office, 4th Floor
13723 Riverport Drive
Maryland Heights, MO 63043
(314) 551-5025
(314) 551-5013 FAX

11. No waiver of any breach of any Provision herein contained shall be deemed, or shall constitute, a waiver of any preceding or succeeding breach thereof of any Provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.

12. The parties hereto covenant and warrant that they have the authority and power to enter into this Agreement, that this Agreement has been authorized by all necessary corporate and municipal actions, and that each party is authorized and empowered to consummate the transaction provided for herein. This Agreement constitutes a legal, binding, valid and enforceable obligation of the parties, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement.

13. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether verbal or written, between the parties in regard thereto. This Agreement shall not be altered or modified except by an agreement in writing signed by the authorized representatives of the parties hereto, which writing specifically shall refer to this Agreement. It is expressly understood by the parties hereto that the provisions of this Agreement shall in no way affect or impair the provisions or obligations of St. Louis or the Grantors in regard to any other existing, contemporaneous, or prior agreements between the parties.

14. The parties hereto affirm each has full knowledge of the Provisions and requirements contained in this Agreement. Each party hereto acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this

Agreement. As such, the Provisions of this Agreement shall be fairly construed, and the usual rule or construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments modifications or exhibits thereto.

15. If for any reason one or more of the Provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other Provision of this Agreement and shall be construed as if such invalid, illegal, or unenforceable Provision never had been included in this Agreement, provided the invalidity of such Provision does not materially prejudice either St. Louis or the Grantors in their respective rights and obligations contained in the valid Provisions of this Agreement

16. When the consent, approval, waiver, or certification ("Approval") of a party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of St. Louis or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of the Grantors is required (individually or collectively), the Approval must be from all fee owners of the Property or any portion thereof or their authorized or designated representatives. St. Louis and the Grantors agree that an extension of time of performance may be made with the written mutual consent of St. Louis and Grantors. Whenever the approval of St. Louis, the Director of Airports or the Grantors is required or necessary herein, no such approval shall be unreasonably requested, withheld, conditioned, or delayed.

17. MISCELLANEOUS PROVISIONS:

- A. Not An Agent: St. Louis and Grantors acknowledge and agree that nothing herein shall be interpreted or construed to mean that the parties hereto, or their respective officers, contractors, consultants, employees, representatives, or agents are employees or agents of the other party.
- B. Dates and Non-Business Days: Whenever a number of days is referred to in this Agreement, days shall mean consecutive calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, or city holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.
- C. Other Documents: St. Louis and Grantors agree that, at the request of the other, they will execute, acknowledge, certify, (if appropriate), and deliver whatever additional documents, affidavits, certifications, and records, and perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

- D. Gender and Number: Whenever the sense of this Agreement so requires, the use of (i) the singular shall be deemed to include the plural, (ii) the masculine gender shall be deemed to include the feminine or neuter gender, and (iii) the neuter gender shall be deemed to include the masculine and feminine gender.
- E. Exhibits: All exhibits described herein are fully incorporated into this Agreement by this reference as if fully set out herein. St. Louis and Grantors shall reasonably and in good faith finalize and attach all such exhibits to this Agreement, which may not have been in final form as of the Effective Date, or may require revisions. St. Louis hereby authorizes the Director of Airports to revise or approve said amendments or revisions to the exhibits on behalf of St. Louis.
- F. Compliance with Laws and Regulations: This Agreement does not affect such other obligations as the Grantor may have under applicable federal, state, or local laws and regulations including, without limitation, 40 C.F.R 258.10.

TO HAVE AND TO HOLD unto St. Louis and unto its successors in interest and assigns forever. The Provisions of this Agreement and the parties' rights, commitments, and obligations within, shall be binding on the parties hereto, their respective heirs, successors in interest, and assigns. Every party acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest with respect thereto, with notice of this Agreement and of the Provisions of this Agreement. In accepting any interest or estate in, or any security interest with respect to any portion of the Property, such party shall be deemed to have assented to all of the Provisions hereof. The Provisions of this Agreement shall run with the land. To that end, this Agreement shall be deemed incorporated into all deeds and conveyances hereinafter made by Grantors and any heirs, successor in interest or assigns thereto. Grantors, for themselves, their heirs, successors in interest and assigns, hereby acknowledge, stipulate, and agree that the Provisions agreed to and the restrictions imposed, as aforesaid, shall be binding rights and privileges granted hereunder appertaining or belonging to St. Louis, its successors in interest and assigns, and shall continue as a servitude running in perpetuity with the Property, unless abandoned and terminated by St. Louis as provided for in paragraph 4 above.

{Signature pages to follow.}

IN WITNESS WHEREOF, the Grantors and St. Louis have entered into this Negative Easement and Declaration of Restrictive Covenants Agreement on the date first written above.

GRANTORS:

BRIDGETON LANDFILL, LLC

By: *Rusty Waldorp*

Title: Vice President

STATE OF MISSOURI }

COUNTY OF ST. LOUIS }

On this 1st day of APRIL 2005, before me appeared Rusty WALDRUP, being by me duly sworn, and did state that he is a Vice President of Bridgeton Landfill, LLC, a Delaware limited liability company; that said instrument was signed and sealed on behalf of Bridgeton Landfill, LLC; and that he acknowledged said instrument to be the free act and deed of Bridgeton Landfill, LLC.

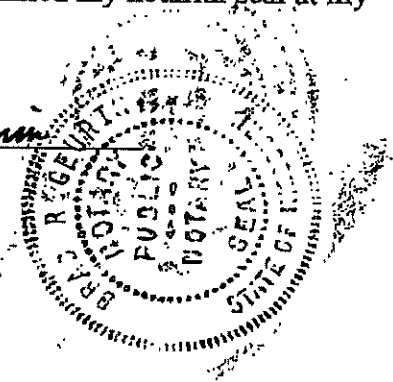
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the County of St. Louis.



BRAD R. GEURIN
My Commission Expires
September 21, 2008
St. Louis County

Brad R Geurin
Notary Public

My commission expires: 9/21/08



NAME OF GRANTOR:
ROCK ROAD INDUSTRIES, INC.

By: Rusty W

Title: Vice President

STATE OF MISSOURI }
COUNTY OF ST. LOUIS }

On this 1st day of April 2005, before me appeared Rusty WALDRUP, being by me duly sworn, and did state that he is a Vice President of Rock Road Industries, Inc, a Missouri corporation; that said instrument was signed and sealed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of Rock Road Industries, Inc.

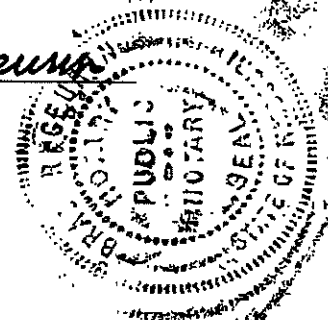
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the County of St Louis.



BRAD R. GEURIN
My Commission Expires
September 21, 2008
St. Louis County

Brad R Geurin
Notary Public

My commission expires: 9/21/08



NAME OF GRANTOR:
BRIDGETON TRANSFER STATION, LLC

By: Rusty Waldorp

Title: Vice President

STATE OF MISSOURI }
COUNTY OF ST. LOUIS }

On this 1st day of April 2005, before me appeared Rusty WALDRUP, being by me duly sworn, and did state that he is a Vice President of Bridgeton Transfer Station, LLC, a Delaware limited liability company; that said instrument was signed and sealed on behalf of Bridgeton Transfer Station, LLC and that he acknowledged said instrument to be the free act and deed of Bridgeton Transfer Station, LLC.

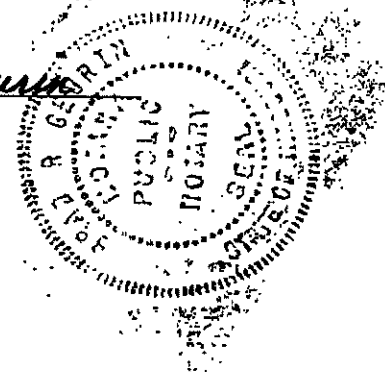
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the County of St. Louis.



BRAD R. GEURIN
My Commission Expires
September 21, 2008
St. Louis County

Brad R. Geurin
Notary Public

My commission expires: 9/21/08



ST. LOUIS/GRANTEE:

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

Pursuant to The City of St. Louis' Ordinance No. 64279, approved March 9, 1998, as amended.

The foregoing Negative Easement and Declaration of Restrictive Covenants Agreement was approved by the Board of Estimate and Apportionment at its meeting on March 16, 2005.

Sharon C. Mason 3/17/05
Secretary, Board of Estimate & Apportionment Date

APPROVED BY:**COUNTERSIGNED BY:**

Patricia A. Fleming
City Counselor, The City of St. Louis

Dorinda Green, Dumas 3-22-05
Comptroller, The City of St. Louis Date

ATTESTED TO BY:

Patricia A. Fleming 3-22-05
Register, The City of St. Louis Date

COMPTROLLER'S OFFICE

DOCUMENT # 50337

STATE OF MISSOURI

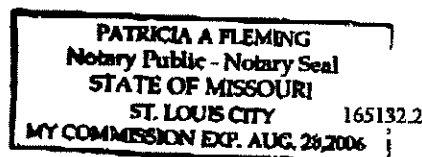
CITY OF ST. LOUIS

On this 3rd day of March 2005, before me appeared Patricia A. Hageman to me personally known, who being by me duly sworn, did say that she is the City Counselor of The City of St. Louis, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of The City of St. Louis and that said instrument was signed and sealed on behalf of The City of St. Louis pursuant to Ordinance No. 64279, approved March 9, 1998, as amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, Missouri.

Patricia A. Fleming
Notary Public

My commission expires: _____



STATE OF MISSOURI }

CITY OF ST. LOUIS }

On this 17th day of March 2005, before me appeared Yudora T. Masen to me personally known, who being by me duly sworn, did say that she is the Secretary for the Board of Estimate and Apportionment of The City of St. Louis, Missouri, a municipal corporation, and that the foregoing instrument was approved by the Board of Estimate and Apportionment on March 16, 2005, on behalf of The City of St. Louis pursuant to Ordinance No. 64279, approved March 9, 1998, as amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, Missouri.

Karen Jackson
Notary Public

My commission expires: April 1, 2008



KAREN JACKSON
St. Louis City
My Commission Expires
April 1, 2008

BRIDGETON LANDFILL LLC-NEGATIVE EASEMENT- FINAL DRAFT 2-09-05, MAP

165132.2

Exhibit A
Legal Description of Property
For Negative Easement and Declaration of
Restrictive Covenants Agreement

TRACT I
PROPERTY DESCRIPTION OF
ACTIVE LANDFILL MINUS TRANSFER STATION

A tract of land being part of U.S. Survey 131, all of Lots 1, 2, 3, and 4 of the Yosti Partition as recorded in Survey Record Book 3 Page 101 of the St. Louis City (former County) records, part of Lots 20 and 21 of the St. Charles Ferry Company tract as recorded in Plat Book 7 Pages 98 and 99 of the St. Louis City (former County) records, and being located in U.S. Surveys 131 and 1934, Townships 46 and 47 North, Range 5 East of the Fifth Principal Meridian, City of Bridgeton, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the most Westerly corner of Lot 3 of the Boundary Adjustment Plat of Lots 1 and 3 of West Lake Acres Plat Two, a subdivision according to the plat thereof recorded in Plat Book 348 Page 667 of the St. Louis County, Missouri Records; thence South 36 degrees 52 minutes 59 seconds East along the Southwesterly line of said Lot 3 and the Southwesterly line of Lot 4 of West Lake Acres Plat Two, a subdivision according to the plat thereof recorded in Plat Book 344 Page 261 of said records a distance of 486.26 feet to a point on the Northwesternly line of last said Lot 4; thence South 53 degrees 06 minutes 26 seconds West along said Northwesternly line 437.11 feet to a point on the Southwesterly line of last said Lot 4; thence South 36 degrees 52 minutes 59 seconds East along last said Southwesterly line 779.68 feet to a point on the Northwesternly line of Lot 13 of Foerstlers Subdivision, a subdivision according to the plat thereof recorded in Plat Book 10 Page 55 of the St. Louis City (former County) records, thence South 45 degrees 59 minutes 06 seconds West along said Northwesternly line of said Lot 13 and the Northwesternly line of Lot 12 of said Foerstlers Subdivision 1349.58 feet to the Northerly line of Old St. Charles Rock Road, 60 feet wide, also known as Boenker Lane; thence North 54 degrees 25 minutes 17 seconds West along said Northerly line 858.18 feet to a point on the centerline of Taussig Avenue, 40 feet wide (vacated); thence North 34 degrees 48 minutes 55 seconds East along said centerline 100.00 feet to a point on the Northeasterly line of a tract of land as conveyed to Laidlaw Waste Systems (Bridgeton), Inc. according to the instrument recorded in Book 11082 Page 319 of the St. Louis County Records; thence North 54 degrees 25 minutes 17 seconds West along said Northeasterly line 120.00 feet to a point on the Northwesternly line of above said Laidlaw Waste Systems (Bridgeton), Inc. tract; thence South 34 degrees 45 minutes 34 seconds West along said Northwesternly line 130.00 feet to a point on the centerline of above said Old St. Charles Rock Road (vacated); thence along said centerline the following courses and distances: North 54 degrees 25 minutes 17 seconds West 991.55 feet, North 00 degrees 43

minutes 42 seconds East 997.52 feet, North 04 degrees 40 minutes 18 seconds West 477.70 feet, North 10 degrees 25 minutes 18 seconds West 348.30 feet, North 24 degrees 52 minutes 18 seconds West 349.50 feet; thence North 32 degrees 08 minutes 18 seconds West 22.38 feet to a point on the Southeasterly line of a tract of land as conveyed to Rock Road Industries, Inc. according to the instrument recorded in Book 12868 Page 1159 of the St. Louis County Records; thence North 35 degrees 35 minutes 04 seconds East 824.56 feet to a point on the Southwesterly line of a tract of land as conveyed to Rock Road Industries, Inc. according to the instrument recorded in Book 8356 Page 1807 of said records, and being a point on the common line between U.S. Survey 47 and U.S Survey 1934, Township 47 North, Range 5 East; thence South 66 degrees 04 minutes 54 seconds East along said Southwesterly line and said common line 167.44 feet to a point on the Southwesterly line of said Rock Road Industries, Inc. tract; thence South 36 degrees 52 minutes 59 seconds East along last said Southwesterly line and the Southwesterly line of a tract of land as conveyed to West Lake Landfill, Inc. according to the instrument recorded in Book 5262 Page 311 of above said records, and departing above said common line South 36 degrees 52 minutes 59 seconds East 1221.43 feet to a point on the Southeasterly line of a tract of land as conveyed to above said West Lake Landfill, Inc. tract, and being a point on the common line between U.S. Survey 131 and U.S Survey 47, Township 47 North, Range 5 East; thence North 54 degrees 46 minutes 17 seconds East along said Southeasterly line and said common line 1188.94 feet to a point on the Southwesterly line of Highway 40, also known as St. Charles Rock Road, variable width; thence South 37 degrees 11 minutes 37 seconds East along said Southwesterly line 1087.25 feet; thence departing said Southwesterly line the following courses and distances: South 01 degrees 32 minutes 48 seconds West 57.51 feet, South 54 degrees 30 minutes 23 seconds West 312.95 feet and South 35 degrees 29 minutes 37 seconds East 30.00 feet to a point on the Northwesternly line of above said Lot 3 of the Boundary Adjustment Plat of Lots 1 and 3 of West Lake Acres Plat Two; thence South 54 degrees 30 minutes 23 seconds West along said Northwesternly line 340.00 feet and South 48 degrees 34 minutes 23 seconds West 68.21 feet to the POINT OF BEGINNING and containing 7,119,040 square feet or 163.43 acres more or less according to a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, and most recently revised February 15, 2005.

AND EXCEPTING THEREFROM the following:

A tract of land being part of Lot 1 of the Yosti Partition as recorded in Survey Record Book 3 Page 101 of the St. Louis City (former County) Records and part of U.S. Survey 131 in Township 47 North, Range 5 East of the Fifth Principal Meridian, City of Bridgeton, St. Louis County, Missouri, and being the same property as described in Ordinance Number 03-26 approved by the City of Bridgeton on June 18, 2003, and being more particularly described as follows:

Commencing at a point on the Southwesterly line of Highway 40, also known as St. Charles Rock Road, variable width, with the intersection of the common line between U.S.

Survey 131 and U.S. Survey 47, Township 47 North, Range 5 East; thence South 37 degrees 11 minutes 37 seconds West along said Southwesterly line 72.80 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said Southwesterly line South 37 degrees 11 minutes 37 seconds East 137.01 feet; thence departing said Southwesterly line the following courses and distances: South 57 degrees 54 minutes 34 seconds West 1023.24 feet, South 32 degrees 40 minutes 35 seconds West 181.33 feet, South 36 degrees 52 minutes 59 seconds East 771.12, South 53 degrees 07 minutes 01 seconds West 332.71 feet, North 10 degrees 28 minutes 16 seconds West 198.67 feet, North 20 degrees 00 minutes 51 seconds East 166.52 feet, North 30 degrees 50 minutes 21 seconds East 404.44 feet, North 04 degrees 38 minutes 30 seconds East 131.00 feet, North 37 degrees 13 minutes 19 seconds West 153.74 feet, and North 57 degrees 54 minutes 34 seconds East 1260.74 feet to the POINT OF BEGINNING and containing 347,048 square feet or 7.967 acres more or less according to a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, and most recently revised February 15, 2005.

The above property (less exception) contains 6,771,992 square feet or 155.464 acres more or less according to a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, most recently revised March 9, 2005 and on file with the City of St. Louis.

TRACT II

All of Lot 4 of West Lake Acres Plat II, according to the plat thereof recorded in Plat Book 344 Page 261 of the St. Louis County Records.

The above property is shown on as parcel 3 on a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, most recently revised March 9, 2005 and on file with the City of St. Louis.

TRACT III

Part of Lots 12 and 13 of the "Foersters Subdivision" in U.S. Survey 131 in Township 46 North, Range 5 East of the Fifth Principal Meridian, St. Louis County, Missouri, said part being more particularly described as follows:

Beginning at the most southerly corner of Lot 4 of Yosti Partition, being the same as the most westerly corner of said Lot 12 of Foersters Subdivision; thence North 45 degrees 59 minutes 04 seconds East, along the northwesterly line of Lots 12 and 13 of Foersters Subdivision, being the same as the southeasterly line of Lot 4 of Yosti Partition, a distance of 1349.58 feet to a concrete monument which marks the most northerly corner of said Lot 13; thence South 36 degrees 53 minutes 01 seconds East, along the northeasterly line of said Lot 13, a distance of 151.17 feet to its intersection with a line which lies 150 feet southeasterly of and parallel to the northwesterly lines of said Lots 12 and 13 of the Foersters Subdivision; thence South 45 degrees 59 minutes 04 seconds West, along said parallel line, a distance of 1303.26 feet

to the northerly right of way line of "Old St. Charles Rock Road"; thence North 54 degrees 25 minutes 19 seconds West, along said right of way line, a distance of 152.51 feet to the Point of Beginning.

The above property is shown on as parcel 4 on a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, most recently revised March 9, 2005 and on file with the City of St. Louis.

TRACT IV

Lot 3 of the Boundary Adjustment Plat of Lots 1 and 3 of West Lake Acres Plat II, according to the plat thereof recorded in Plat Book 348 Page 657 of the St. Louis County Records.

The above property is shown on as parcel 6 on a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, most recently revised March 9, 2005 and on file with the City of St. Louis.

TRACT V

All of Lot 5 of West Lake Acres Plat II, according to the plat thereof recorded in Plat Book 344 Page 261 of the St. Louis County Records.

The above property is shown on as parcel 7 on a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, most recently revised March 9, 2005 and on file with the City of St. Louis.

TRACT VI

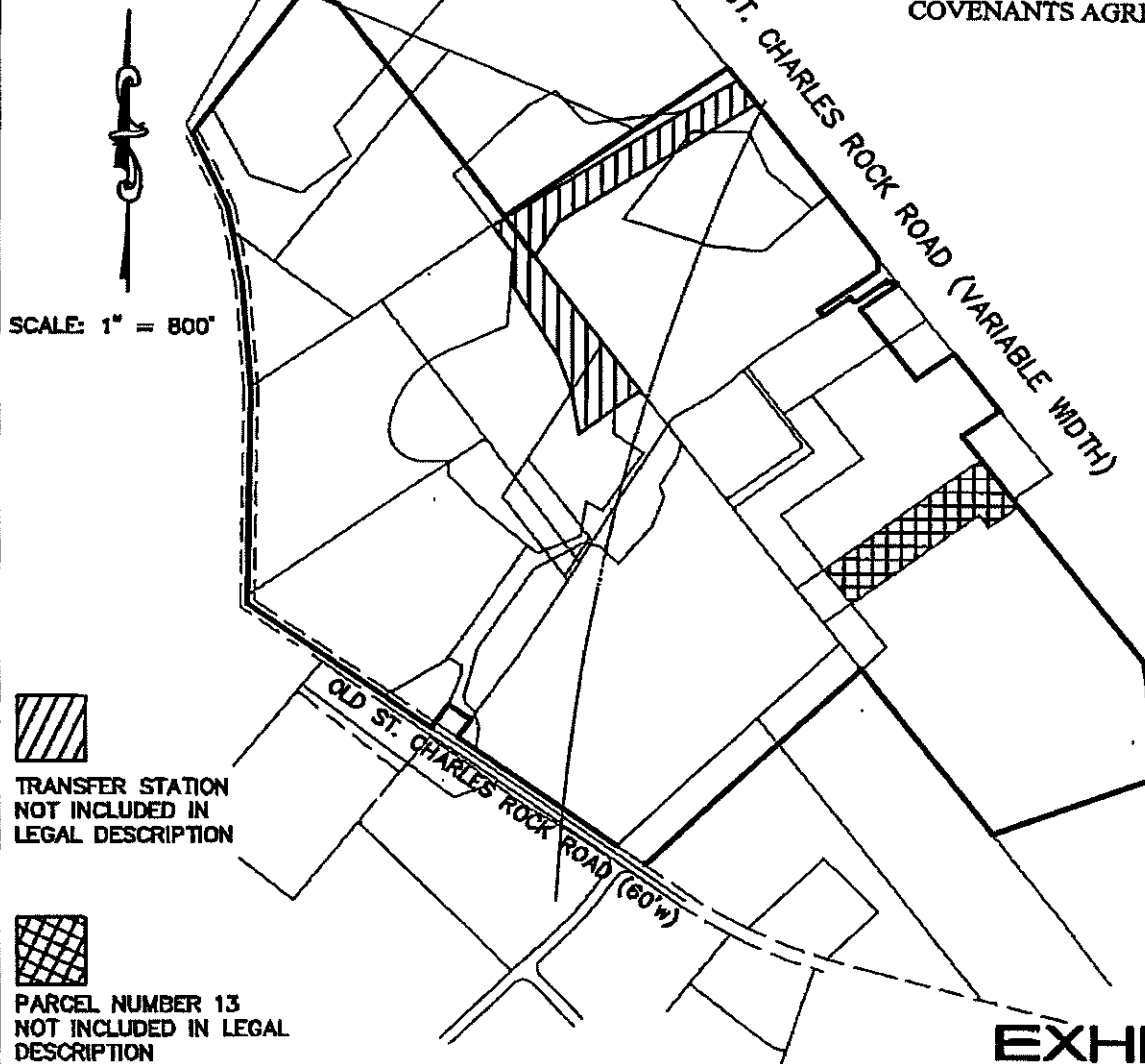
Lot 6 of West Lake Acres Plat II, according to the plat thereof recorded in Plat Book 344 Page 261 of the St. Louis County Records.

The above property is shown on as parcel 8 on a survey by Stock & Associates Consulting Engineers, Inc. dated November 19, 2004, most recently revised March 9, 2005 and on file with the City of St. Louis.

DATE 3-9-05

JOB NO. 204-3327

DRAWING FOR LEGAL
DESCRIPTION OF PROPERTY FOR
NEGATIVE EASEMENT AND
DECLARATION OF RESTRICTIVE
COVENANTS AGREEMENT



A TRACT OF LAND BEING PART OF WEST LAKE ACRES PLAT II AS RECORDED IN PLAT BOOK 344 PAGE 261, PART OF THE BOUNDARY ADJUSTMENT PLAT OF LOTS 1 AND 3, OF WEST LAKE ACRES PLAT II AS RECORDED IN PLAT BOOK 348 PAGE 667 AND PART OF FOERSTERS SUBDIVISION AS RECORDED IN PLAT BOOK 342 PAGE 68, ALL OF THE ST. LOUIS COUNTY RECORDS; PART OF THE YOSTI PARTITION AS RECORDED IN SURVEY RECORD BOOK 3 PAGE 101 AND PART OF THE ST. CHARLES FERRY COMPANY TRACT AS RECORDED IN PLAT BOOK 7 PAGES 98 AND 99, ALL OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS AND PART OF US SURVEY 131 LOCATED IN U.S. SURVEYS 47, 131 AND 1934, TOWNSHIPS 46 & 47 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF BRIDGETON, ST. LOUIS COUNTY, MISSOURI

204-3327\SURVEY\3327EXHIBIT.DWG